

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

<p>In re:</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO</p> <p>as representative of</p> <p>THE COMMONWEALTH OF PUERTO RICO, <i>et al.</i>,¹</p> <p>Debtors.</p>	<p>PROMESA Title III</p> <p>No. 17 BK 3283-LTS</p> <p>(Jointly Administered)</p>
<p>In re:</p> <p>THE FINANCIAL OVERSIGHT AND MANAGEMENT BOARD FOR PUERTO RICO</p> <p>as representative of</p> <p>PUERTO RICO SALES TAX FINANCING CORPORATION,</p> <p>Debtor.</p>	<p>PROMESA Title III</p> <p>No. 17 BK 3284-LTS</p>

¹ The Debtors in these Title III Cases, along with each Debtor's respective title III case number and the last four (4) digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686); and (v) Puerto Rico Electric Power Authority (Bankruptcy Case No. 17 BK 4780-LTS) (Last Four Digits of Federal Tax ID: 3747).

STIPULATION REGARDING SECTION 15.2 EXPENSES

The Puerto Rico Fiscal Agency and Financial Advisory Authority (“AAFAF”), as fiscal agent and financial advisor of the Commonwealth of Puerto Rico (the “Commonwealth”), by and through its undersigned counsel, hereby stipulates and agrees as follows as of the date hereof:

WHEREAS, reference is made to that certain *Third Amended Title III Plan of Adjustment for Puerto Rico Sales Tax Financing Corporation* dated January 9, 2019 [Case No. 17-3284, Docket No. 436] (the “Plan”);²

WHEREAS, on February 5, 2019, the Title III Court entered the *Amended Order and Judgment Confirming the Third Amended Title III Plan of Adjustment of Puerto Rico Sales Tax Financing Corporation* [Case No. 17-3284, Docket No. 561];

WHEREAS, Bonistas del Patio, Inc. (“Bonistas”), is party to the Plan Support Agreement and has represented to AAFAF that it has incurred expenses in the aggregate amount of \$7,000,000.00 for professional services rendered in connection with the development, negotiation, confirmation, and consummation of the Plan and the compromise and settlement of the Commonwealth-COFINA Dispute (such expenses, the “Bonistas Expenses”);

WHEREAS, Bonistas is not a Consummation Cost Party and is not a recipient of Consummation Costs under the Plan;

WHEREAS, Section 15.2 of the Plan provides that “all expenses . . . incurred . . . in connection with the development, negotiation, confirmation and consummation of the Plan and the compromise and settlement of the Commonwealth-COFINA Dispute shall be paid to the extent

² Capitalized terms used but not defined in this Stipulation have the meanings ascribed to such terms in the Plan.

available from the funds distributable to the Commonwealth in accordance with the provisions of Sections 2.1 and 15.1 hereof and otherwise by the Commonwealth”;

WHEREAS, AAFAF wishes to stipulate and agree that the Bonistas Expenses are “expenses” within the meaning of Section 15.2 of the Plan and are payable by the Commonwealth on the Effective Date;

NOW, THEREFORE, AAFAF HEREBY STIPULATES AND AGREES AS FOLLOWS:

1. This Stipulation shall be effective as of the date hereof.
2. The Bonistas Expenses, in the aggregate amount of \$7,000,000.00, are “expenses” within the meaning of Section 15.2 of the Plan and are payable by the Commonwealth on the Effective Date in accordance with Section 15.2 of the Plan.
3. This Stipulation is for the sole benefit of AAFAF, the Commonwealth, and Bonistas, and nothing expressed or implied in this Stipulation shall give or be construed to give any person or entity, other than AAFAF, the Commonwealth, and Bonistas, a beneficial interest in any legal or equitable rights.
4. AAFAF represents and warrants that its undersigned counsel is fully authorized and empowered to enter into this Stipulation on behalf of, and to bind, AAFAF for itself and on behalf of the Commonwealth.
5. AAFAF declares that its decision in executing this Stipulation is not predicated on or influenced by any declaration or representation of Bonistas, except as otherwise expressly provided herein. AAFAF agrees that it has carefully read this Stipulation and that it understands all of its terms and conditions, knows its contents, and has caused this Stipulation to be signed as a free and voluntary act.
6. This Stipulation constitutes the full and entire agreement of AAFAF, for itself and on behalf of the Commonwealth, with regard to the subject hereof, and supersedes all prior

negotiations, representations, promises, or warranties (oral or otherwise) made by AAFAF, for itself and on behalf of the Commonwealth, with respect to the subject matter hereof.

7. This Stipulation shall be governed by and construed in accordance with PROMESA, the Bankruptcy Code (to the extent made applicable to cases under Title III of PROMESA pursuant to section 301(a) of PROMESA), and the laws of the Commonwealth of Puerto Rico, without regard to the conflict of laws principles thereof. This Stipulation shall be binding upon and inure to the benefit of AAFAF, the Commonwealth, and Bonistas and their respective successors and permitted assignees.

8. The Title III Court shall have exclusive jurisdiction over any and all disputes arising out of or otherwise relating to this Stipulation.

[Remainder of page intentionally left blank.]

Dated: February 11, 2019
New York, New York

By: Suzanne Uhland

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Dated: February 11, 2019
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